

CONVEYANCE DEED

SALE DEED OF A SELF-CONTAINED INDEPENDENT READY BUILT FLAT/COMMERCIAL SPACE/UNIT, TOGETHER WITH PROPORTIONATE IMPARTIBLE UNDIVIDED INTEREST IN THE LAND AND EXERCISE OF RIGHT OF USE AND ENJOYMENT OF COMMON AREAS, FACILITIES AND AMENITIES IN THE BUILDING COMPLEX HAVING THE NAME AND STYLE "**BLUE RIDGE**" AT NARANPUR, PS-BARANGA IN THE CITY OF CUTTACK, ODISHA.

This INDENTURE As sale executed on this day of.....

By

Shri. Soubhagya Sundar Routray aged about 34 years, S/o. **Sisir Kumar Rout** by profession – **Business, Managing Director of M/s. Blueark Infraventure Pvt. Ltd.**, a company duly incorporated under the Companies Act, 1956, having its registered office at Plot-687/2364, 2nd floor, Ekamra villa, Jayadev vihar, Bhubaneswar, GPA holder of the Land Owners **Smt. Nirmala Swain**, aged about 62 years, corresponding to Khata no. 193/355, bearing Revenue Plot no.-228/3653, vide registered **GPA Document No 11832303322 dated. 04/10/2023** (here in after referred to as the "**Vendor**") which expression, unless repugnant to the context or meaning thereof shall mean and include its successor(s) and/or representative(s) and/or executor(s) and/or administrator(s) and/or assign soft the **First Party**.

AND

Ms./Mr......, aged about years,
Daughter/Wife/Son of..... by religion by
caste, at present residing at, permanently residing at [**Permanent Address**] (here in after referred as the ("**Vendee**")), which expression, unless repugnant to the context or meaning thereof shall mean and include her/his heir(s) and/or successor(s) and/or executor(s) and/or administrator(s) and/or representative(s) and/or assign soft the **Second Party**.

The term "**Vendor**" and "**Vendee**" shall here in after be collectively referred to as "**Parties**" and individually referred to as "**Party**".

Whereas:

- A. The Vendor is into the business of development, construction, marketing and sales of residential and commercial properties in and around the city of Bhubaneswar, since incorporation in the year 1984.
- B. The Vendee is [**Professional Introduction of the Vendee**].

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Soubhagya Sundar Rout Sent Signal
MANAGING DIRECTOR

- C. The Vendor has developed a residential apartment complex under the name and style of **"BLUE RIDGE"** (here in after referred to as the **"Project"**), located at Naranpur within the territorial jurisdiction of the Cuttack, baranga tehsil, comprising of Stilt+4 Residential, Medium Income Housing consisting of **20** dwelling units. The Project is developed over a net plot area of A0.193.dcml (829.90sqm). land (hereinafter referred to as the **"Project Land"**).
- D. The Cuttack Development Authority (here in after referred to as the "CDA") (Planning Authority constituted for the city of Cuttack and its peripheral are as under the Odisha Town Planning & Improvement Trust Act 1956) has granted the permission to develop and construct the Project vide the approval Letter No. BP/CDA/008117, Cuttack, dated 07.03.2024.
- E. The Project was duly registered with the Odisha Real Estate Regulatory Authority (hereinafter referred to as the "RERA") [Authority constituted for the state of Odisha under the Real Estate (Regulation and Development) Act 2016] at Bhubaneswar
videthe Certificate of Registration No. Dated,
Which remained valid for the period of time commencing on... ..and ending on.....
- F. Pursuant to the Vendee's application for booking of an apartment/flat/unit in The Project, the Vendee was allotted with the Apartment No. (herein after referred to as the "Apartment") having carpet area of..... square feet orsquare meters, Type-.....BHK, on.....Floor (here in after referred to as the **"Building"**) along with The exclusive right to use one free parking space and the corresponding Impartible share of Acre Decimal in the Project Land and of pro-rata share in the common areas (here in after referred to as the "Common Areas"). Thereafter, on.....the Vendor executed an agreement or sale in favor of the Vendee for sale of the **Apartment**.
- G. The Vendee being satisfied with the construction and results of the detailed due diligence exercise of the Apartment as well, as the Project has evinced his/her/its desire to move ahead with the execution of this Deed.

Now Therefore This Deed of Sale Witness As Hereunder:

1. In consideration of the Vendee having paid the entire sale consideration Rs. /- (Rupees In Words), the receipt of which has been duly acknowledged by the Vendor, the Vendor hereby grant, convey, transfer by way sale and assign unto and in favor of the Vendee the Apartment and every part thereof along with the full physical possession, together with the right, title and interest therein with all the benefits, advantages, easementary rights, equities, claims, demands, privileges and appurtenant there to etc., attached to the Apartment, free from all encumbrances, charges, mortgage, litigation as well as all the statutory charges, demands etc.

2. The Vendor hereby declares and covenants that the Vendor along with the land lord are the absolute owner of the Project Land and they have clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Vendee in terms of this Deed.
3. The Vendee has confirmed to the Vendor that it is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Apartment and the terms and conditions contained in this Deed. The Vendee further confirms that she/he/it has clearly understood her/his/its rights, duties, responsibilities, obligations under each and every clause of this Deed.
4. The Vendor has explained in detail to the Vendee about the architectural specifications, common areas and facilities and other salient features of the Project including provision for future maintenance, repairs, payment of Goods and Services Tax in accordance with Government circular and replacements of the common area equipment and facilities and formation of the association of apartment owners, which the Vendee fully understood to her/his/its satisfaction.
5. The Vendor has constructed common facilities for the Project, such as common road, drainage, STP, firefighting equipment and electrical transformers/ generators. The said common facilities shall be maintained by the society formed by the owners of the apartment/flat/unit.
6. The Vendor confirms that all taxes, levies, charges etc. pertaining to the Apartment has been paid up to the date of execution of this Deed and there after the same shall be the sole responsibility of the Vendee.
7. The Vendee is entitled to enjoy the common areas and facilities, in cooperation with the other purchasers and shall take effectual steps for the safety of the common areas. The Vendee warrants that the common areas and facilities shall be used by the other purchasers without any hindrance from him/her/them and he/she/they shall not encroach upon such right of other purchasers.
8. The Vendee agrees that the Apartments shall not be used for any purpose other than the residential purpose for which the plan has been approved. The Vendee shall not store any inflammable item or substances or any materials which may cause danger to the life and property of any and/or all the inhabitants of the Project or to the Project itself.
9. The Vendee shall not do any unlawful act in the Apartment which will cause hindrance/hardship/harmful to other occupants of the Project.
10. The Vendor shall keep the Vendee fully indemnified against all and any loss and/or liability and/or cost and/or claims and/or action and/or proceedings and/or damages which the Vendee may have to suffer on account of any defect to the title of the Apartment and/or the Project Land, prior to the registration of this Deed.

11. The cost of stamp duty, registration charges and other incidental charges and expenses in respect of this Deed shall be solely borne by the Vendee. In case the Government demands any further stamp duty/registration charges/service tax and any other charges on this Deed, he/she shall also be borne by the Vendee.
12. The Vendor hereby covenants that it shall sign, verify and execute such further documents as are required so as to effectively transfer the Apartment unto and in favour of the Vendee.

LAND DETAILS (Schedule-A)

District—Cuttack, Tahasil—Baranga under the Jurisdiction of DSR-Baranga, Mouza - Naranpur, P.S. — Baranga, **Khata No.193/355**, Revenue **Plot No.228/3653**, Kisan-Gharabari, Area—**Ac.0.193.dcml** (One Hundred Ninety Three)

CLASSIFICATION OF THE LAND:-HOMESTEAD

Bounded by:

North-

South-

East-

West-

SCHEDULE OF FLAT (Schedule-B)

The area transferred in favor of vendee measuring Ac.....decimals of undivided impartible interest in net plot area net plot area of A0.193.dcml. with building the reon measuring **Carpet Area**.....Sqft. assigned as Flat No.....on Floor No.....BHK-----, Including parking space No.....and area----- sqmt., on the stilt floor of the apartment named styled as "**BLUE RIFGE**".

1. Cost of Land undivided impartible share Rs.....
2. Cost of Flat on the carpet area sqft
(Rate of apartment per sqft @ Rs.....
Including parking/garage cost) Rs.....
3. GST & other taxes as applicable at the time of registration. Rs.....

Total Cost-Rs. _____

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Soumya Sankar Ray
MANAGING DIRECTOR

In **Witness Whereof** the Parties hereto have executed this Deed or caused this Deed to be executed through their authorized representative(s) on the date first above written.

BLUEARK INFRAVENTURE PVT. LTD.

Seal & Stamp
Souvik Kumar Ritz
MANAGING DIRECTOR

Vendors)

(Vendee/es)

Witnesses:

1.

2.

Drafted by me, Adv. Cuttack ,

